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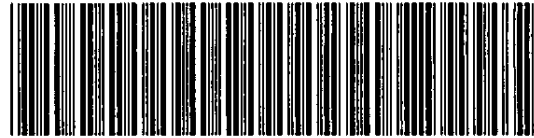
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TALLAHASSEE, FLORIDA

CC
Amended/Restarted

MAR 21 2017
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Condominium, Homeowner
and Cooperative Associations

Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.

March 14, 2017

Florida Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Certificate of Amendment
Sandringham Place Homeowners Association, Inc.

Dear Sir or Madam:

Please find enclosed Amendments to the Articles of Incorporation for the above-referenced corporation.

Enclosed is my firm check in the amount of \$43.75 for the filing fee and certified copy fee. Please return a certified copy to the undersigned at your earliest convenience.

Thank you for your assistance in this matter.

Very truly yours,

LAW OFFICES OF WELLS | OLAH, P.A.

Michael W. Cochran, Esq.
mcochran@kevinwellspa.com

MWC/enl
Enclosures

Prepared By and Return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
Telephone: (941) 366-9191

FILED
2017 MAR 16 PM 2:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT

**ARTICLES OF INCORPORATION
OF
SANDRINGHAM PLACE HOMEOWNERS ASSOCIATION, INC.**

We hereby certify that the attached Amended and Restated Articles of Incorporation of Sandringham Place Homeowners Association, Inc. (originally filed with the Florida Division of Corporations on June 11, 1990) were duly adopted at the Annual Membership Meeting of Sandringham Place Homeowners Association, Inc. held on February 21, 2017 by more than one-half of the total votes of the Association membership present at the Annual Membership Meeting at which a quorum was present as required by Article X of the Articles of Incorporation. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 13 day of March, 2017.

Signed, sealed and delivered
in the presence of:

**SANDRINGHAM PLACE HOMEOWNERS
ASSOCIATION INC.**

sign Estelle L. Pittman

By: Sharon Jochums
Sharon Jochums, President

print Estelle L. Pittman

sign Erin Morse

print Erin Morse

ATTEST:

sign Estelle L. Pittman

By: Samson Levine
Samson Levine, Secretary

print Estelle L. Pittman

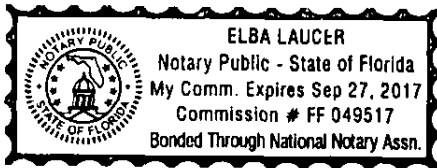
sign Erin Morse

(Corporate Seal)

print Erin Morse

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 13th day of March, 2017, by Sharon Jochums as President of Sandringham Place Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced Driver's License as identification.

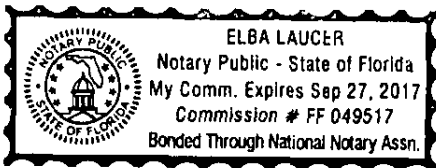


NOTARY PUBLIC

sign Elba Laucer
print Elba Laucer
State of Florida at Large (Seal)
My Commission Expires:

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 13th day of March, 2017, by Samson Levine as Secretary of Sandringham Place Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced Driver's License as identification.



NOTARY PUBLIC

sign Elba Laucer
print Elba Laucer
State of Florida at Large (Seal)
My Commission Expires:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
SANDRINGHAM PLACE HOMEOWNERS ASSOCIATION, INC.
(A Corporation Not For Profit)

FILED
2017 MAR 16 PM 2:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

[Substantial rewording of the Articles of Incorporation. See existing Articles of Incorporation and all amendments thereto for present text.]

The Members of Sandringham Place Homeowners Association, Inc. a corporation not for profit under the laws of the State of Florida and a homeowners association pursuant to Chapter 720, Florida Statutes, hereby adopts the following Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). These Amended and Restated Articles of Incorporation supersede and replace the previous Articles of Incorporation and all amendments thereto. The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations, on June 11, 1990.

ARTICLE 1
Identity and Principal Address

1.1 Name of Corporation and Principal Address. The name of the corporation shall be Sandringham Place Homeowners Association, Inc. (herein, the "Homeowners Association"). The principal address of the Homeowners Association shall be Progressive Community Management, Inc., 3701 S. Osprey Avenue, Sarasota, FL 34239-6848. The Homeowners Association's Board of Directors may change the location of the principal address from time to time.

1.2 Definitions. All terms used in these Articles of Incorporation have the same meaning, to the extent applicable, as set forth in the Declaration of Restrictions. Said definitions are hereby incorporated by reference.

ARTICLE 2
Purpose

2.1 General Purposes. The purpose for which the Homeowners Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes (the "Homeowners' Association Act"), for the operation of Sandringham Place (the "Sandringham Place Community"), upon land situated in Sarasota County, Florida. The Association does not contemplate pecuniary gain or profit to its Members. The Association is organized as a not for profit corporation pursuant to Chapter 617, Florida Statutes, and as a statutory homeowners association pursuant to Chapter 720, Florida Statutes, both as amended from time to time.

2.2 Distribution of Income. The Homeowners Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3
Powers

3.1 Common Law and Statutory Powers. The Homeowners Association shall have all of the common law and statutory powers of a corporation not-for-profit and a homeowners' association, which are not in conflict with the terms of its Governing Documents.

3.2 Specific Powers. The Homeowners Association shall have all of the powers reasonably necessary to implement the purposes of the Homeowners Association including, but not limited to, the following:

- 3.2.1 To make, amend and collect annual and special Assessments against Homes within the Sandringham Place Community and Home Owners as Members to defray the common expenses and losses of the Homeowners Association.
- 3.2.2 To use the proceeds of Assessments in the exercise of its powers and duties.
- 3.2.3 To maintain, repair, alter, improve, replace, administer and operate the Common Area and Homeowners Association Property.
- 3.2.4 To purchase insurance upon the Common Area and Homeowners Association Property and insurance for the protection of the Homeowners Association, its Directors, officers and its Members as Home Owners.
- 3.2.5 To reconstruct improvements after casualty and to further improve the Common Area and Homeowners Association Property.
- 3.2.6 To make and amend reasonable Rules and Regulations regarding the appearance, occupancy and use of the Homes, Common Area and Homeowners Association Property, and policies and procedures governing the internal affairs and operation of the Homeowners Association and the behavior and conduct of its Directors and Officers.
- 3.2.7 To approve or disapprove the transfer, lease, mortgage and ownership of Homes in the Sandringham Place Community.
- 3.2.8 To enforce by legal means the provisions of the Homeowners' Association Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.
- 3.2.9 To contract for the management, operation, administration and maintenance of the Homeowners Association, the Common Area and Homeowners Association Property and to delegate to such contracting party any powers and duties of the Homeowners Association, except such as are specifically required by the Homeowners' Association Act, the Declaration, these Articles of Incorporation, or

the Bylaws to have the approval of the Board of Directors or the membership.

3.2.10 To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Homeowners Association, including, but not limited to management of the Homeowners Association.

3.2.11 To sue and be sued.

3.3 Emergency Powers. To the extent allowed by law, unless specifically prohibited by the Governing Documents, and consistent with Section 617.0830, Florida Statutes, the Board of Directors, in response to damage caused by an event for which a state of emergency is declared pursuant to Section 252.36, and Section 720.316, Florida Statutes, in the area encompassed by the Sandringham Community, may exercise the following powers:

3.3.1 Relocate Principal Office. The Board of Directors may relocate the principal office or designate alternative principal offices or authorize any officer to do so.

3.3.2 Assistant Officers. The Board of Directors may name any person or persons to serve as interim assistant officers, which assistant officers shall have the same authority as the officers to whom they are assistants during the period of emergency, to accommodate the incapacity or absence from the area of any officer. If the executive officer is incapacitated or unavailable, the assistant officer has the same authority during the state of emergency as the executive officer he or she assists.

3.3.3 Emergency Meetings. The Board of Directors may conduct Board, committee or membership meetings after notice of the meetings and Board decisions is provided in as practicable a manner as possible, including via publication, radio, United States mail, the Internet, public service announcements, conspicuous posting on the Association property, or any other means the Board deems appropriate under the circumstances. The Directors in attendance at such a Board meeting (if more than one (1) Director) shall constitute a quorum.

3.3.4 Cancel and Reschedule Meetings. The Board may cancel and reschedule any Homeowners Association meeting.

3.3.5 Agreements. The Board may enter into agreements with counties and municipalities to assist counties and municipalities with debris removal.

3.3.6 Disaster Plan. The Board may implement a disaster plan before or immediately following the event for which a state of emergency is declared.

3.3.7 Association Property Unavailable for Entry. Based upon the advice of emergency management officials or upon the advice of licensed professionals retained by the Board, determine any portion of the Homeowners Association property unavailable for entry or occupancy by Owners or their family members, tenants, guests, agents, or invitees to

protect their health, safety, or welfare.

3.3.8 Mitigate Damage. The Board may mitigate further damage, including taking action to contract for the removal of fallen trees and debris.

3.3.9 Levy Special Assessments. Notwithstanding a provision to the contrary, and regardless of whether such authority does not specifically appear in the Declaration or other Governing Documents, the Board may levy special assessments without a vote of the Members of the Homeowners Association.

3.3.10 Pledge Association Assets and Borrow Money. Without Members approval and notwithstanding any other provision of the Governing Documents, the Board may borrow money and pledge Homeowners Association assets as collateral to fund emergency repairs and carry out the duties of the Homeowners Association if operating funds are insufficient. This paragraph does not limit the general authority of the Homeowners Association to borrow money, subject to such restrictions contained in the Declaration or other recorded governing documents.

3.3.11 Limitation on Authority. The authority granted under Article 3.3 is limited to that time reasonably necessary to protect the health, safety, and welfare of the Homeowners Association and the Members and their family members, tenants, guests, agents, or invitees, and to mitigate further damage and make emergency repairs.

3.3.12 Good Faith. Corporate action taken in good faith to meet the emergency needs of the Homeowners Association, its Owners or residents shall be binding on the Association and shall have the rebuttable presumption of being reasonable and necessary.

3.4 Homeowners Association Property. All funds and the titles of all properties acquired by the Homeowners Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws.

3.5 Limitation on Exercise of Powers. The powers of the Homeowners Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE 4

Members

4.1 Members. The Members of the Homeowners Association shall consist of all of the record Owners of a Home in the Homeowners Association as shown by recordation of a deed or other appropriate instrument in the Official Records of Sarasota County, Florida.

4.2 Change of Membership. After receiving written approval of the Board of Directors, in accordance with the Declaration, change of membership in the Homeowners Association shall be established by the recording, in the Official Records of Sarasota County, Florida, an assignment, deed or other appropriate instrument establishing a record interest in a Home in the Sandringham Place Community.

The person or persons named on the deed or other instrument thereby automatically becomes a Member of the Homeowners Association and the membership of the immediate past owner is automatically terminated.

4.3 Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Homeowners Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Home.

4.4 Vote. The Owner, or Owners collectively, of each Home shall be entitled to one (1) vote on behalf of each Home, as a Member of the Homeowners Association. The manner of exercising voting rights shall be determined by the Declaration, the Articles of Incorporation, and the Bylaws.

ARTICLE 5

Board of Directors

5.1 Board of Directors. The affairs of the Homeowners Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than three (3) Directors. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declaration and the Homeowners' Association Act.

5.2 Election of Directors. The Directors of the Homeowners Association shall be elected at the annual meeting of Members in the manner determined by the Bylaws and the Homeowners' Association Act. A Director may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided in the Bylaws and the Homeowners' Association Act.

ARTICLE 6

Officers

6.1 Officers.

The affairs of the Homeowners Association shall be administered by the Officers designated in the Bylaws as directed by the Board of Directors. The Officers shall be elected annually by the Board of Directors at its organizational meeting following the annual meeting of the Members and shall serve at the pleasure of the Board of Directors.

6.2 Indemnification of Officers and Directors. The Homeowners Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or committee member of the Homeowners Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Homeowners Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically

that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Homeowners Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. It is the intent of the membership of the Homeowners Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

6.3 Defense. To the extent that a Director, Officer, or committee member of the Homeowners Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 6.2(a) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

6.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Homeowners Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Homeowners Association as authorized by this Article 6.

6.5 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

6.6 Insurance. The Homeowners Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Homeowners Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Homeowners Association would have the power to indemnify him or her against such liability under the provisions of this Article 6.

6.7 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

6.8 Delegation. To the extent permitted by law, the powers and duties of the Directors and officers may be delegated for the purpose of management.

ARTICLE 7

Bylaws

- 7.1 Bylaws. The Bylaws may be amended in the manner provided in the Bylaws.

ARTICLE 8

Amendments

8.1 Amendments. Amendments to these Articles of Incorporation may be proposed at any time by at least a majority of the Board of Directors or by written petition of seventy-five percent (75%) of the total voting interests of the Homeowners Association. Except as otherwise provided by law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least a majority (51%) of the total Voting Interests of the Homeowners Association.

8.2 Certificate of Amendment. The Association shall file a copy of each amendment to these Articles of Incorporation with the Florida Secretary of State. The Association shall also record a copy of each amendment in the Public Records of Sarasota County, Florida along with a Certificate of Amendment executed by the appropriate officers of the Association with the formalities of a deed.

ARTICLE 9

Miscellaneous

9.1 Term. The term of the Homeowners Association shall be perpetual, unless sooner dissolved according to law.

9.2 Interpretation. Unless defined herein, terms used herein shall have the same meaning as defined in the Declaration or the Homeowners' Association Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, these Articles of Incorporation, and the Rules and Regulations of the Homeowners Association. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

- 9.3 Subscriber.

The name and address of the original subscriber of these Articles of Incorporation is:

Name

Address

Rodney L. Robinson

1900 Longmeadow
Sarasota, FL 34235

Kathy Clayton

1900 Longmeadow
Sarasota, FL 34235

Jerree Amodio

1900 Longmeadow
Sarasota, FL 34235

9.4 Registered Office and Agent.

The registered agent and office of the Homeowners Association, shall be Progressive Community Management, Inc., 3701 S. Osprey Avenue, Sarasota, FL 34239-6848. The Board of Directors is authorized to change its Registered Agent and Office in the manner provided by Florida law.

9.5 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act and the Florida Not For Profit Corporation Act, shall include subsequent amendments and renumbering from time to time.